**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**CIVIL APPELLATE JURISDICTION**

**FIRST APPEAL NO.323 OF 2004**

New India Assurance Co.Ltd. ...Appellant

Vs.

Gulabrao Ganpatrao Hase-Patil & Ors. ...Respondents

Ms Maya Sadhawani for the Appellant
Mr.Gulabrao Ganpatrao Hase-Patil Respondent No.1 in person.

**CORAM: A.S.OKA, J.**
**DATED: APRIL 24,2006.**

**P.C.:**

. Not on board. Taken on board.

1. The papers of the Appeal are produced at the instance of the Advocate appearing for the Appellant. The learned Advocate for the Appellant has tendered on record consent terms. The Advocate for the Appellant states that she personally knows the Respondent No.1 who is appearing in person. The Advocate for the Appellant stated that the Respondent No.1 has signed the consent terms.

2. The Respondent No.1-in-person states that he had engaged the Advocate only for a limited purpose of filing caveat and after admission of the Appeal, he has not given authority to the Advocate to appear. He states that he understands English and that he has fully understood the contents of the

consent terms and has duly signed the same. He has no objection if the First Appeal is disposed of in terms of the consent terms.

3. The learned Advocate for the Appellant seeks permission to delete the names of the Respondent Nos.2 to 6. Permission is granted at the risk of the Appellant. In view of the statement made by the Advocate for the Appellant and the statement made by the Respondent No.1-in-person, Appeal can be disposed of in terms of the consent terms.

4. Hence, Appeal is disposed of in terms of clause Nos.1 to 7 of the consent terms which is taken on record and marked ‘X’ for identification. Decree be drawn accordingly.

5. The learned member of the Tribunal will permit the Respondent no.1 to withdraw the necessary amount as per the compromise. The Appellant will be entitled to refund of the court fees as per the rules.

**Judge.**